

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

SIX NATIONS OF THE GRAND RIVER BAND OF INDIANS

Plaintiff (Responding Party)

- and -

THE ATTORNEY GENERAL OF CANADA and HIS MAJESTY THE KING
IN RIGHT OF ONTARIO

Defendants (Responding Parties)

- and -

THE HAUDENOSAUNEE DEVELOPMENT INSTITUTE (AARON DETLOR AND BRIAN
DOOLITTLE), AS APPOINTED BY THE HAUDENOSAUNEE CONFEDERACY CHIEFS
COUNCIL, ON BEHALF OF THE HAUDENOSAUNEE CONFEDERACY

Moving Party

- and -

THE MEN'S FIRE OF THE SIX NATIONS GRAND RIVER TERRITORY

Moving Party (on the HDI Motion)

**RESPONDING FACTUM OF THE PLAINTIFF,
SIX NATIONS OF THE GRAND RIVER BAND OF INDIANS**

MEN'S FIRE MOTION RETURNABLE MAY 8-10, 2023

May 1, 2023

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I. OVERVIEW

1. The Plaintiff takes no position on the motion of the Men's Fire of the Grand River Territory ("**Men's Fire**") which is limited to objecting to the parallel Haudenosaunee Development Institute ("**HDI**")/Haudenosaunee Confederacy Chiefs Council ("**HCCC**") motion.¹
2. If HDI's motion is dismissed, the Plaintiff understands that the Men's Fire is seeking its motion costs as against HDI only, and is not seeking to be involved in the action further. If HDI's motion is granted in whole or in part and the Men's Fire does seek ongoing participation rights in the action, the Plaintiff proposes to address the scope of such a role at that time.
3. In the Plaintiff's view, it is unnecessary for this Court to make findings regarding the Haudenosaunee law issues raised in the Men's Fire and HDI facts other than to note that HDI's assertions that it followed Haudenosaunee law in connection with its formation, operations, extensive property acquisitions, and efforts to participate in this case are vigorously disputed.

II. ADDITIONAL RELEVANT FACTS TO MEN'S FIRE MOTION

4. The Plaintiff draws the Court's attention to the following additional relevant evidence obtained **from HDI and its witnesses** on the issues raised on the Men's Fire motion, which are grouped together by category.

¹ Men's Fire Amended Notice of Motion dated February 6, 2023, Amended Responding Motion Record of the Men's Fire of the Six Nations Grand River Territory, Tab 1, p. 2 [[CL B-4-6](#)], Factum of the Men's Fire of the Grand River Territory at para 15 [[CL B-4-308](#)]: "The Men's Fire seeks to intervene in this proceedings as a friend of the court in order that it may be of use to the court in contributing to the resolution of this motion." (All Caselines references are to Master page numbers).

A. There is no evidence of HDI’s purported authorization from the HCCC to intervene

5. There is no direct evidence on HDI’s motion from the entity purporting to authorize it, the HCCC. No current HCCC chief² and no current Clan Mother³ provided an affidavit.

6. There is no resolution by which HCCC delegated authority to HDI to bring its motion. This is contrary to Brian Doolittle’s sworn statement that “the HCCC resolved to authorize HDI to intervene” at an April 2 meeting.⁴

7. None of HDI’s five witnesses produced the resolution up to when they were cross-examined,⁵ or since, despite having been asked to produce it in advance.⁶

8. In response to renewed requests for the resolution on cross-examinations, HDI produced heavily-redacted April 2, 2022 meeting minutes – and no actual resolution – with Mr. Doolittle’s undertaking answers.⁷ The responding parties were not able to cross-examine upon these minutes, which HDI refused to provide in unredacted form.⁸

9. There was no notice of the April 2 meeting.⁹ No details, agenda, minutes or records of this meeting were provided up to when HDI’s witnesses were cross-examined.¹⁰

² Transcript of the Cross Examination of Brian Doolittle on March 8, 2023 [**Doolittle Transcript**] at p. 18, q. 85, Transcript Brief of the Plaintiff [**SNGR Brief**], Tab B, p. 302 [[CL A2225](#)].

³ Doolittle Transcript at p. 19, q. 92, SNGR Brief, Tab B, p. 303 [[CL A2226](#)].

⁴ Affidavit of Brian Doolittle affirmed June 10, 2022 at para 24, HDI Motion Record (Vol. 1) [**HDI MR**], Tab 2, p. 29 [[CL B-3-537](#)].

⁵ Doolittle Transcript at p. 44-48, q. 243-246, SNGR Brief, Tab B, p. 328-332 [[CL A2251-2255](#)].

⁶ Notice of Examination for Aaron Detlor dated February 21, 2023 at para 13(d), Transcript of the Cross Examination of Aaron Detlor on March 24, 2023 [**Detlor March 24 Transcript**], Exhibit 6, SNGR Brief, Tab H-1, p. 1348 [[CL A3271](#)]; Notice of Examination of Brian Doolittle dated February 21, 2023 at para 12(e), Exhibit 1, SNGR Brief, Tab B-1, p. 479 [[CL A2402](#)].

⁷ Document labeled “2Apr2022CouncilMinutes_Redacted”, SNGR Brief, Tab I-3, p. 1375 [[CL A3298](#)]. There is no stated basis for the redactions.

⁸ Undertakings and Refusals on the Cross-Examination of Brian Doolittle, SNGR Brief, Tab B-6, p. 526 [[CL A2449](#)].

⁹ Doolittle Transcript at p. 49, q. 254 (“No, I said there is no notice that happens to anybody...”), SNGR Brief, Tab B, p. 333 [[CL A2256](#)].

¹⁰ Doolittle Transcript at p. 49, q. 251-254, SNGR Brief, Tab B, p. 333 [[CL A2256](#)].

10. “There is no such thing” as a record of any discussions with Clan Mothers¹¹ and “no such animal” as a record of any discussions with the Clans about this meeting.¹²

11. Despite the HCCC purportedly having authorized HDI to intervene on its behalf, no HCCC Chief and no Clan Mother reviewed HDI’s Notice of Motion before it was submitted to the Court.¹³

B. HDI failed to give community notice of its intention and ignored all objections to it

12. Aside from having “general meetings with [HCCC] Chiefs and Clan Mothers”¹⁴, which HDI did not provide details about, HDI provided no notice to other Haudenosaunee communities of its intent to intervene before September 22, 2022.¹⁵

13. The notice that HDI did provide was ordered by the Court,¹⁶ and made over three months after HDI delivered its Notice of Motion.¹⁷

14. HDI did not seek consent to act on behalf of several Haudenosaunee communities, including the Mohawk Nation Council of Chiefs,¹⁸ Oneida Nation Council of Chiefs,¹⁹ Mohawks of the Bay of Quinte,²⁰ and Mohawk Council of Akwesasne,²¹ all of whom objected to HDI’s intervention.²²

¹¹ Doolittle Transcript at p. 49, q. 255, SNGR Brief, Tab B, p. 333 [[CL A2256](#)].

¹² Doolittle Transcript at p. 50, q. 256-257, SNGR Brief, Tab B, p. 334 [[CL A2257](#)].

¹³ Doolittle Transcript at p. 111, q. 501-503, SNGR Brief, Tab B, p. 395 [[CL A2318](#)].

¹⁴ Detlor March 24 Transcript at p. 116, q. 418, SNGR Brief, Tab H, p. 1255 [[CL A3178](#)].

¹⁵ Detlor March 24 Transcript at p. 117, q. 419, SNGR Brief, Tab H, p. 1256 [[CL A3179](#)].

¹⁶ *Six Nations of the Grand River Band of Indians v The Attorney General of Canada*, 2022 ONSC 5373 at para 4.

¹⁷ Initial HDI Notice of Motion dated June 10, 2022, HDI MR, Tab 1, p. 1 [[CL B-3-508](#)].

¹⁸ Doolittle Transcript at p. 73-74, q. 336; p. 75, q. 342, SNGR Brief, Tab B, p. 357-359 [[CL A2280-2282](#)].

¹⁹ Doolittle Transcript at p. 79, q. 363, SNGR Brief, Tab B, p. 363 [[CL A2286](#)].

²⁰ Doolittle Transcript at p. 81, q. 371, SNGR Brief, Tab B, p. 365 [[CL A2288](#)].

²¹ Doolittle Transcript at p. 83, q. 379, SNGR Brief, Tab B, p. 367 [[CL A2290](#)].

²² Affidavit of Karizma Defreitas-Barnes sworn November 3, 2022 at Exhibits E, F, G, and H, HDI 3rd Supplementary Motion Record, Tabs 7-E, 7-F, 7-G, and 7-H, p. 83-98 [[CL B-3-1497 – B-3-1518](#)].

C. HDI is not open, accountable, and transparent to the community

15. HDI's financial consultant Richard Saul gave sworn evidence on February 6, 2023 that "there is an open invitation to the Chiefs, Clan Mothers, and/or their communities to contact HDI to discuss the results of the audit, including any questions or concerns"²³ and that community members "simply need to ask" for information about HDI's finances.²⁴

16. Contrary to that assertion, two such requests were declined while HDI's motion was pending. HDI, through its lawyers, refused to provide information about HDI's finances in answer to requests from Six Nations of the Grand River Councillor Helen Miller²⁵ and Janace (Henry) Maracle, a Condoled Cayuga Ball Deer Clan Mother, respectively submitted on March 2 and 7, 2023.²⁶

17. In response to Councillor Miller's inquiry, HDI said on March 7 that it was an "inappropriate time to be engaging in this matter" while cross-examinations were underway, and:²⁷

Our client stands by Mr. Saul's statement that if a member of the community has questions about HDI's business, they simply need to ask. But in our view, Councilor Miller's request ignores that: (a) much of the information sought in her letter is included in/attached to Mr. Saul's affidavit, which she claims to have reviewed (or which will be elicited during Mr. Saul's cross-examination); and (b) the practical reality of the time it would take to respond to her broad requests.

18. Notwithstanding the above statement to the effect that much of the financial information sought would be elicited during Mr. Saul's examination, HDI refused to allow Mr. Saul and its

²³ Affidavit of Richard Saul affirmed February 6, 2023 [**Saul Affidavit**] at para 41, HDI Responding Motion Record (Men's Fire Motion) [**HDI MF RMR**], Tab 1, p. 11 [**CL B-3-2029**]

²⁴ Saul Affidavit at para 49, HDI MF RMR, p. 13 [**CL B-3-2031**].

²⁵ Doolittle Transcript, Exhibit 2, SNGR Brief, Tab B-2, p. 483 [**CL A2406**]. Mr. Saul viewed the letter the same day it was sent and referred it to HDI's lawyers without responding himself: Transcript of the Cross Examination of Richard Saul on March 7, 2023 [**Saul Transcript**] at p. 77-78, q. 343-347, SNGR Brief, Tab A [**CL A2000-A2001**].

²⁶ Doolittle Transcript, Exhibit 2, SNGR Brief, Tab B-2, p. 483 [**CL A2406**]; Saul Transcript at p. 146, q. 628, SNGR Brief, Tab A, p. 146 [**CL A2069**]; Saul Transcript, Exhibit B, SNGR Brief, Tab A-16, p. 278 [**CL A2201**].

²⁷ Doolittle Transcript, Exhibit 2, SNGR Brief, Tab B-2, p. 483 [**CL A2406**].

other witnesses to answer numerous financial questions during cross-examinations, and only made limited additional financial disclosure through Mr. Saul's answers to undertakings on April 6 after cross-examinations had ended. These many refusals are listed in **Appendix A**.²⁸

19. Contrary to paragraph 48 of HDI's factum that "[a]ll of HDI's financial statements since its formation (and those of corporations formed by HDI) have been produced on this motion", HDI only produced financial statements from 2020-2021 and 2021-2022 for each of HDI, 2438543 Ontario Inc. ("**243 Ontario**"), and Ogwawihsta Dedwahsnye ("**ODI**") before cross-examinations.²⁹ HDI initially refused to provide additional financial statements for these entities,³⁰ before reversing its position and delivering the requested documents on April 6 only after cross-examinations were complete and where the responding parties could not examine upon them.

20. It is unclear who is ultimately responsible for HDI's debts and liabilities. HDI refused to answer if the HCCC is responsible for them generally, and more specifically if the HCCC is responsible for HDI's ability to fulfil costs awards.³¹

21. In cross-examination, Mr. Saul further:

- (a) acknowledged that HDI's audit presentations were held for the benefit of only HCCC Chiefs and Clan Mothers,³² and not for the benefit of the wider "Haudenosaunee community" as stated in paragraph 37 of his main affidavit,³³ and

²⁸ See **Appendix A**.

²⁹ Saul Transcript, Exhibit 2, SNGR Brief, Tab A-2, p. 203-204 [[CL A2126-A2127](#)].

³⁰ Saul Transcript at p. 147-148, q. 629-631, SNGR Brief, Tab A, p. 147-148 [[CL A2070-A2071](#)].

³¹ Saul Transcript at p. 85-86, q. 377-378 ("That is for argument. I still don't think it is relevant."), SNGR Brief, Tab A, p. 85-86 [[CL A2008-A2009](#)].

³² Saul Transcript at p. 72-76, q. 326-339, SNGR Brief, Tab A, p. 72-76 [[CL A1995-A1999](#)].

³³ Saul Affidavit at paras 38-40, HDI MF RMR, Tab 1, p. 10-11 [[CL B-3-2028-2029](#)].

- (b) admitted that HDI is narrowly accountable to the HCCC,³⁴ and not to the wider Haudenosaunee Confederacy as stated in paragraph 4 of his reply affidavit.³⁵

D. HDI is only interested in itself, and not the community

22. This motion revealed, for the first time, the scale of revenues, property holdings, and financial dealings – notably involving Aaron Detlor – of HDI and entities associated with HDI and the HCCC. It can be reasonably concluded that HDI acts primarily in its self-interest, and not in the interest of the Haudenosaunee people of the Grand River or any other community.

23. HDI earned \$38.1 million in revenues between 2013 and 2022.³⁶ Of that amount, it “shared zero dollars” with the Six Nations Elected Council.³⁷ Mr. Saul only admitted these facts during his cross-examination.

24. On HDI’s behalf, 243 Ontario purchased eight properties clustered around the Six Nations of the Grand River Reserve in the vicinity of Ohsweken between 2015 and 2023.³⁸ The purchase price for five of these properties ranged between \$700,000 and \$1,300,000,³⁹ and HDI refused to disclose the purchase price for the balance.⁴⁰ These properties were purportedly bought ‘for the benefit of the Haudenosaunee people’ but Mr. Saul admitted that he was unaware how at least two of these properties accomplished that goal.⁴¹

³⁴ Saul Transcript at p. 14-15, q. 38-41, SNGR Brief, Tab A, p. 14-15 [[CL A1937-A1938](#)].

³⁵ Reply Affidavit of Richard Saul affirmed February 6, 2023 at para 4, HDI Reply Motion Record, Tab 1, p. 2 [[CL B-3-1570](#)].

³⁶ Saul Transcript at p. 140, q. 615, SNGR Brief, Tab A, p. 140 [[CL A2063](#)].

³⁷ Doolittle Transcript at p. 105-106, q. 488, SNGR Brief, Tab B, pp. 389-390 [[CL A2312-A2313](#)].

³⁸ Saul Transcript, Exhibits 11 and A, SNGR Brief, Tabs A-11 and A-15, p. 251 and 275 [[CL A2174](#), [A2198](#)].

³⁹ Saul Transcript at p. 127-130, q. 558, 560, 561, 564, 566, 567, 572, SNGR Brief, Tab A, p. 127-130 [[CL A2050-A2053](#)].

⁴⁰ Saul Transcript at p. 128-130, q. 563, 568, 574, 577, SNGR Brief, Tab A, p. 128-130 [[CL A2051-2053](#)].

⁴¹ Saul Transcript at p. 123, q. 553-554, SNGR Brief, Tab A, p. 123 [[CL A2046](#)].

25. In addition, 243 Ontario purchased a residential condominium in Toronto in fiscal year 2022-2023⁴² for approximately \$1.3 million.⁴³ Mr. Saul's evidence was that this unit was purchased "to accommodate meetings, overnight stays, and so forth" for HDI employees who travel to Toronto from Six Nations.⁴⁴ There is no evidence of that occurring.

26. It was revealed during Mr. Detlor's cross-examination that he and 243 Ontario each own 50% of this condominium.⁴⁵

27. It was also revealed that in 2021 and 2022, HDI respectively paid Mr. Detlor \$130,000 and \$208,866 in "success fees". These were calculated based on achieving a "certain level of revenue" (HDI refused to provide the portion of Mr. Detlor's retainer agreement that addresses success fees, so that "level of revenue" is unknown)⁴⁶ and in addition to the hours that Mr. Detlor billed to HDI in his role as HDI's lawyer.⁴⁷

28. HDI refused to disclose the total amount of success fees that it paid to Mr. Detlor over the years,⁴⁸ and refused to disclose information on the legal fees charged by Mr. Detlor to HDI and/or 243 Ontario.⁴⁹

29. The financial statements that HDI produced after cross-examinations reveal that an HDI "delegate" was paid success fees at least every year since 2017 from HDI,⁵⁰ and during some of

⁴² Saul Transcript, Exhibit 11, SNGR Brief, Tab A-11, p. 251 [[CL A2174](#)].

⁴³ Saul Transcript at p. 127-128, q. 558, SNGR Brief, Tab A, p. 127-128 [[CL A2050-A2051](#)].

⁴⁴ Saul Transcript at p. 93, q. 415, SNGR Brief, Tab A, p. 93 [[CL A2016](#)].

⁴⁵ Detlor March 24 Transcript at p. 173, q. 633-636, SNGR Brief, Tab H, p. 1312 [[CL A3235](#)].

⁴⁶ Transcript of the Cross Examination of Aaron Detlor on March 20, 2023 [[Detlor March 20 Transcript](#)], p. 47, q. 162, SNGR Brief, Tab G, p. 1118 [[CL A3041](#)].

⁴⁷ Saul Transcript at p. 64, q. 275-278, SNGR Brief, Tab A, p. 64 [[CL A1987](#)].

⁴⁸ Saul Transcript at p. 112, q. 493, SNGR Brief, Tab A, p. 112 [[CL A2035](#)].

⁴⁹ Detlor March 20 Transcript at p. 48-49, q. 170-171, SNGR Brief, Tab G, p. 1119-1120 [[CL A3042-A3043](#)].

⁵⁰ See e.g. Detlor March 20 Transcript, Exhibit 8, SNGR Brief, Tab A-8, p. 222 [[CL A2145](#)].

those same years also from 243 Ontario.⁵¹ **Appendix B** lists the relevant references. Mr. Detlor admitted in cross-examination that he has been paid success fees every year,⁵² and the Court can therefore reasonably infer that the “delegate” referenced in these documents is him.

30. HDI also refused:

- (a) to answer how much it pays Mr. Doolittle for his work as an HCCC Delegate;⁵³
- (b) to answer how much money Mr. Doolittle and Mr. Detlor have received over the years from HDI;⁵⁴
- (c) to answer how much money the people working for HDI earn;⁵⁵ and
- (d) to name the consultants that work for it.⁵⁶

⁵¹ See e.g. document labelled “Financial Statements-243 Ontario-2018”, SNGR Brief, Tab I-17, p. 1559 [[CL A3482](#)].

⁵² Detlor March 20 Transcript at p. 47-48, q. 163-169, SNGR Brief, Tab G, p. 1118-1119 [[CL A3041-A3042](#)].

⁵³ Doolittle Transcript at p. 30, q. 157, SNGR Brief, Tab B, p. 314 [[CL A2237](#)].

⁵⁴ Doolittle Transcript at p. 105, q. 486-487, SNGR Brief, Tab B, p. 389 [[CL A2312](#)].

⁵⁵ Letter from T. Gilbert dated April 6, 2023, Affidavit of Carol Fung affirmed on April 10, 2023, Exhibit A, HDI 5th Supplementary Motion Record, Tab 1-A, p. 4 [[CL B-3-1652](#)].

⁵⁶ Saul Transcript at p. 28-29, q. 112, SNGR Brief, Tab A, p. 28-29 [[CL A1951-A1952](#)].

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 1st day of May, 2023.



Iris Antonios/Max Shapiro/
Robert Janes/Gregory Sheppard

Lawyers for the Plaintiff (Responding Party),
Six Nations of the Grand River Band of Indians

Appendix A – HDI Refusals

Cross Examination of Richard Saul⁵⁷

Examination by Plaintiff's Counsel

	PG.	Q.	QUESTION	ANSWER (PROVIDED ON APRIL 6, 2023)
1.	22	74-77	To check and clarify who was the third Delegate at the Haudenosaunee Development Institute's (HDI) inception.	Refused/unanswered.
2.	28-29 72	112 323	To answer who are the consultants employed by HDI.	Refused/unanswered.
3.	42	180	To confirm the 2021 wage rate for environmental and archeological monitors employed by HDI.	Refused/unanswered.
4.	42	181	To confirm the 2022 wage rate for environmental and archeological monitors employed by HDI.	Refused/unanswered.
5.	69	307-309	To answer whether HDI employees physically attend at a project to stop work until a proponent negotiates with HDI, where a project is undertaken without payment to HDI.	Refused/unanswered.
6.	85	337-378	To answer whether the Haudenosaunee Confederacy Chiefs Council (HCCC) is ultimately responsible for the debts and liabilities of HDI.	Refused/unanswered.

⁵⁷ Undertakings and Refusals on the Cross Examination of Richard Saul, SNGR Brief, Tab A-18, p. 281 [CL A2204].

Examination by Men's Fire Counsel

	PG.	Q.	QUESTION	ANSWER (PROVIDED ON APRIL 6, 2023)
7.	111-112	489	To answer whether HDI employees working at the 6 th Line office are entitled to a tax exemption.	Refused/unanswered.
8.	113	495	To answer how much Brian Doolittle is paid at HDI.	Refused/unanswered.
9.	113	496	To answer who is the highest paid person at HDI.	Refused/unanswered.
10.	113	497	To answer how much the highest paid employee at HDI or 243 Ontario is paid.	Refused/unanswered.
11.	114	500	To answer whether revenues generated by HDI actually belong to the people under Haudenosaunee law.	Refused/unanswered.
12.	118	511	To answer how HDI has operated in a manner that protects the Haudenosaunee people.	Refused/unanswered.
13.	123-124	539	To answer who lived in the house at 51 6 th Line Road before HDI bought the property.	Refused/unanswered.
14.	125	546	To answer who lived in the house at 386 Oneida Road before it was renovated.	Refused/unanswered.
15.	127	557	To provide the condo documentation that allows an office to be in the residential condominium complex at 38 Howard Park Avenue, Unit 154.	Refused/unanswered.
16.	128	563	To find out the purchase price for the HDI property at 51 6 th Line.	Refused/unanswered.
17.	129	568	To find out the purchase price for the HDI property at 44 6 th Line.	Refused/unanswered.
18.	130	574	To find out the purchase price for the HDI property at 9 Fawcett Road.	Refused/unanswered.
19.	130	577	To find out the purchase price for the farms owned by HDI at 1594 Concession Road and 126 Pauline Johnson Road.	Refused/unanswered.

	PG.	Q.	QUESTION	ANSWER (PROVIDED ON APRIL 6, 2023)
20.	144	627	To undertake to produce the database that tracks each project that generates revenue from HDI, the participants in the project, the companies paying the revenue, and the amounts involved.	Refused/unanswered.
21.	150	637-639	To provide information as to why Hazel Hill was asked to leave HDI by the HCCC.	Refused/unanswered.

Cross Examination of Brian Doolittle⁵⁸

Examination by Plaintiff's Counsel

	PG.	Q.	QUESTION	ANSWER (PROVIDED ON APRIL 6, 2023)
22.	30	157	To answer how much Mr. Doolittle is paid for his work as a Delegate of the Haudenosaunee Confederacy Chiefs Council (HCCC).	Refused/unanswered.
23.	30	159	To answer who is the highest paid person at the Haudenosaunee Development Institute (HDI).	Refused/unanswered.
24.	30	160	To answer how much the highest paid person at HDI is paid.	Refused/unanswered.
25.	105	485	To answer whether it is fair to assume that Mr. Doolittle personally received a significant amount of HDI's revenues over the years.	Refused/unanswered.
26.	105	486	To answer how much money Mr. Doolittle has received over the years from HDI.	Refused/unanswered.
27.	105	487	To answer how much money Mr. Detlor has received over the years from HDI.	Refused/unanswered.

⁵⁸ Undertakings and Refusals on the Cross Examination of Brian Doolittle, SNGR Brief, Tab B-6, p. 525 [CL A2448].

Cross Examination of Richard Hill⁵⁹

Examination by Men’s Fire’s Counsel

	PG.	Q.	QUESTION	ANSWER
28.	31	95	To provide a copy of background research conducted by Mr. Hill comparing the written versions of the Great Law of Peace.	Refused/unanswered.
29.	31	96	To provide a PowerPoint created by Mr. Hill between 2013 and 2015 for the purpose of analyzing the Great Law of Peace.	Refused/unanswered.
30.	32	98	To provide copies of original documents, research notes, and summary statements used to prepare Mr. Hill’s affidavit.	Refused/unanswered.
31.	35	108	To provide a copy of the research manuscript prepared by Mr. Hill on the meaning of the wampum belts associated with the Great Law of Peace.	Refused/unanswered.
32.	35	109	To provide copies of all relevant extracts from any of the documents referred to in questions 95, 96, 98, and 108 that bear on the issues in Mr. Hill’s affidavit.	Refused/unanswered.

Cross Examination of Aaron Detlor⁶⁰

Examination by Men’s Fire’s Counsel (March 20, 2023)

	PG.	Q.	UNDERTAKING/REFUSAL	ANSWER (PROVIDED ON APRIL 6, 2023)
33.	36	116	To provide the amount of funds used by 2438543 Ontario Inc. (243 Ontario) for the purposes of preservation, furtherance and enhancement of the culture, language and ceremonies of the Haudenosaunee.	Refused/unanswered.

⁵⁹ Undertakings and Refusals on the Cross Examination of Richard Hill, SNGR Brief, Tab E-2, p. 973 [CL A2896].

⁶⁰ Undertakings and Refusals on the Cross Examination of Aaron Detlor, SNGR Brief, Tab H-5, p. 1367 [CL A3290].

	PG.	Q.	UNDERTAKING/REFUSAL	ANSWER (PROVIDED ON APRIL 6, 2023)
34.	43-44	138-139	To produce any advice received by Mr. Detlor as to whether the beneficiaries listed in the Declaration of Trust dated October 20, 2014 were ascertainable beneficiaries.	Refused/unanswered.
35.	47	160	To produce Mr. Detlor's retainer agreement with the Haudenosaunee Development Institute (HDI).	Refused/unanswered.
36.	47	162	To produce the portion of Mr. Detlor's retainer agreement with HDI that deals with success fees.	Refused/unanswered.
37.	48	170	To provide information on the fees charged by Mr. Detlor to HDI and/or 243 Ontario for each year beginning in 2007.	Refused/unanswered.
38.	49	171	To provide the amount of legal fees Mr. Detlor obtained from HDI and/or 243 Ontario from the years 2014 to 2022.	Refused/unanswered.
39.	51	182	To answer whether Mr. Detlor has any specific recollection of any Chief reviewing any of HDI's affidavits in this proceeding.	Refused/unanswered.
40.	51-52	183-184	To answer whether Mr. Detlor was at any meeting reviewing any of the HDI affidavits where any Chief was in attendance.	Refused/unanswered.
41.	55	198	To produce a copy of the records of all HDI engagements.	Refused/unanswered.
42.	56	200	To answer whether Mr. Detlor knows the total dollar value of monies received by HDI in respect of its engagements.	Refused/unanswered.
43.	56-58	201-202	To answer how much of the total amount of project funds received by HDI and/or 243 Ontario have been used for the purpose of garnering resources for the Haudenosaunee Confederacy Chiefs Council (HCCC)'s use in respect of land rights issues.	Refused/unanswered.
44.	60-61	210	To produce any emails sent by HDI to Chiefs and Clan Mothers related to weekly meetings between HDI, Chiefs, and Clan Mothers.	Refused/unanswered.

	PG.	Q.	UNDERTAKING/REFUSAL	ANSWER (PROVIDED ON APRIL 6, 2023)
45.	61	211	To answer if there have been any emails sent to any Chiefs or Clan Mothers since the <i>Two Row Times</i> article entitled “Six Nations based HCCC/HDI are not the government of the Haudenosaunee” was published on October 5, 2022.	Refused/unanswered.
46.	61	212	To produce any emails sent to any Chiefs or Clan Mothers since the <i>Two Row Times</i> article titled “Six Nations based HCCC/HDI are not the government of the Haudenosaunee” was published on October 5, 2022.	Refused/unanswered.
47.	64	222	To provide the amounts that have been invested into Six Nations infrastructure from the engagement and sums received by HDI.	Refused/unanswered.
48.	72-73	258	To answer who were the clients that Mr. Detlor spoke with about the representations in the May 6, 2015 <i>Two Row Times</i> article entitled “HDI lawyer accused of overcharging clients”.	Refused/unanswered.

Examination by Plaintiff’s Counsel (March 24, 2023)

	PG.	Q.	UNDERTAKING/REFUSAL	ANSWER (PROVIDED ON APRIL 6, 2023)
49.	92	305	To provide a copy of Mr. Detlor’s status card indicating that he is a member of the Mohawks of the Bay of Quinte.	Refused/unanswered.
50.	110	397	To answer whether HDI has retained experts in this proceeding.	Refused/unanswered.
51.	124	456	To answer whether, on February 8, 2023, HDI brought a motion for an interim and interlocutory injunction against Metrolinx relating to the cutting of trees in front of Osgoode Hall in Toronto (Metrolinx Proceeding).	Refused/unanswered.
52.	125	457	To answer whether Mr. Detlor swore two affidavits in support of the Metrolinx Proceeding.	Refused/unanswered.
53.	125	458	To answer whether HDI entered into a general monitoring agreement with Metrolinx in July 2022.	Refused/unanswered.

	PG.	Q.	UNDERTAKING/REFUSAL	ANSWER (PROVIDED ON APRIL 6, 2023)
54.	125-126	459	To answer whether Metrolinx declined to extend the general monitoring agreement with HDI.	Refused/unanswered.
55.	126	461	To answer whether Mr. Detlor recalls affirming an affidavit on February 7, 2023 in the Metrolinx Proceeding.	Refused/unanswered.
56.	127	462	To identify a letter dated January 30, 2022 from McCarthy Tetrault to Aaron Detlor.	Refused/unanswered.
57.	127	463	To answer whether Metrolinx wrote to Mr. Detlor that it was concerned with HDI destruction of property at Metrolinx sites according to the January 30, 2022 letter from McCarthy Tetrault to Mr. Detlor.	Refused/unanswered.
58.	127	464	To answer whether Metrolinx wrote to Mr. Detlor that it was concerned with HDI obstruction of work at Metrolinx sites.	Refused/unanswered.
59.	128	465	To answer whether Metrolinx wrote to Mr. Detlor that it was concerned with HDI monitoring of work not covered by agreements between HDI and Metrolinx.	Refused/unanswered.
60.	128	466	To answer whether Metrolinx wrote to Mr. Detlor that it was concerned with invoices from HDI for review of reports that Metrolinx did not ask HDI to review.	Refused/unanswered.
61.	128	467	To identify an email sent from Mr. Detlor to the Law Society of Ontario, Metrolinx and others, dated December 16, 2022.	Refused/unanswered.
62.	129	468	To answer whether Mr. Detlor wrote that he dismantled a fence at the Metrolinx Osgoode Hall Ontario Line project site in an email sent from Mr. Detlor to the Law Society of Ontario, Metrolinx and others, dated December 16, 2022.	Refused/unanswered.
63.	129	469	To answer whether, when a security official approached Mr. Detlor at the Metrolinx Osgoode Hall Ontario Line project site and called the police, he continued on his “merry way with the dismantling of the fence”.	Refused/unanswered.

	PG.	Q.	UNDERTAKING/REFUSAL	ANSWER (PROVIDED ON APRIL 6, 2023)
64.	129	470	To answer whether Mr. Detlor is in the image in the February 21, 2023 <i>Two Row Times</i> article entitled “Video shows HDI lawyer Aaron Detlor ramming car into fence”.	Refused/unanswered.
65.	130	471	To answer whether Mr. Detlor drove a car into a Metrolinx construction fence at Moss Park on January 16, 2023.	Refused/unanswered.
66.	130	473	To answer whether Mr. Detlor was in the video referred to in the February 21, 2023 <i>Two Row Times</i> article entitled “Video shows HDI lawyer Aaron Detlor ramming car into fence”.	Refused/unanswered.
67.	130	474-475	To answer whether Mr. Detlor was driving the car into the fence in the video referred to in the February 21, 2023 <i>Two Row Times</i> article entitled “Video shows HDI lawyer Aaron Detlor ramming car into fence”.	Refused/unanswered.
68.	132	483	To provide copies of any security certificates issued by 243 Ontario.	Refused/unanswered.

Appendix B – Financial Disclosure Summaries

**Summary of Selected Financial Information in
Financial Statements Produced by HDI**

Haudenosaunee Development Institute

Fiscal Year	Total Assets	Cash	Net Income/ Excess of Revenues over Expenses	Expenses for salaries, benefits and contract fees	Expenses for Professional fees (up to 2017, and 2022) or Consulting Fees (2018-2021)⁶¹	Legal Expenses	Success Fees Paid to “Delegate”	Motion Record Reference
2013	\$335,550	\$116,596	\$280,887	\$404,698	\$67,961	Not specified	Not indicated	Restated 2013 figures in “Financial Statements of Haudenosaunee Development Institute Year ended March 31, 2014”, SNGR Transcript Brief (“SNGR Brief”), Tab I-7, p. 1404-1416 [CL A3327-A3339].
2014	\$1,210,913	Nil	\$526,970	\$1,007,848	\$355,899	Not specified	Not indicated	“Financial Statements of Haudenosaunee Development Institute Year ended March 31, 2014”, SNGR Brief, Tab I-7, p. 1404-1416 [CL A3327-A3339].
2015	\$1,764,219	Nil	\$660,183	\$996,485	\$410,926	Not specified	Not indicated	“Financial Statements of Haudenosaunee Development Institute Year ended March 31, 2015”, SNGR Brief, Tab I-8, p. 1417-1431 [CL A3340-A3354].

⁶¹ “Professional fees” is an expense line up to the 2017 financial statements. From 2018-2020, “Professional fees” is not an expense line item, and the financial statements break out expenses for Legal Expenses and Consulting fees separately. In 2021, “Consulting and professional fees” are grouped together and legal expenses continue to be broken out separately. In 2022, the expense line item is simply “Professional fees”, with legal expenses continuing to be broken out.

Fiscal Year	Total Assets	Cash	Net Income/ Excess of Revenues over Expenses	Expenses for salaries, benefits and contract fees	Expenses for Professional fees (up to 2017, and 2022) or Consulting Fees (2018-2021) ⁶¹	Legal Expenses	Success Fees Paid to “Delegate”	Motion Record Reference
2016	\$2,743,829	\$738,303	\$991,908	\$931,724	\$459,807	Not specified	Not indicated	“Financial Statements of Haudenosaunee Development Institute Year ended March 31, 2016”, SNGR Brief, Tab I-9, p. 1432-1447 [CL A3355-A3370].
2017	\$3,469,433	\$1,189,625	\$265,047	\$1,065,524	\$1,009,079 ⁶²	\$465,774 ⁶³	\$108,333 ⁶⁴	“Financial Statements of Haudenosaunee Development Institute Year ended March 31, 2017”, SNGR Brief, Tab I-10, p. 1448-1463 [CL A3371-A3386]; and Comparative 2017 figures in “Financial Statements of Haudenosaunee Development Institute Year ended March 31, 2018”, SNGR Brief, Tab I-11, p. 1464-1477 [CL A3387-A3400]. See also footnote 4.
2018	\$4,315,033	\$2,420,807	\$1,200,015	\$1,287,673	\$274,817	\$615,848	Not indicated	“Financial Statements of Haudenosaunee Development Institute Year ended March 31, 2018”, SNGR Brief, Tab I-11, p. 1464-1477 [CL A3387-A3400].

⁶² Professional fees as stated in 2017 Financial Statements. The 2017 comparative figures in the 2018 financial statements indicate that HDI had \$528,652 in consulting fees and \$465,774 in legal expense in 2017.

⁶³ As stated in the 2017 comparative figures in 2018 financial statements.

⁶⁴ Notes to Financial Statements, Note 4, “Financial Statements of Haudenosaunee Development Institute Year ended March 31, 2019”, to SNGR Brief, Tab I-12, p. 1490 [CL [A3401-A3415](#)]. See also information below regarding the 2017 Financial Statements for 2438543 Ontario Inc., which states that that company separately recorded \$117,684 in success fees due to a director of HDI.

Fiscal Year	Total Assets	Cash	Net Income/ Excess of Revenues over Expenses	Expenses for salaries, benefits and contract fees	Expenses for Professional fees (up to 2017, and 2022) or Consulting Fees (2018-2021)⁶¹	Legal Expenses	Success Fees Paid to “Delegate”	Motion Record Reference
2019	\$4,017,575	\$2,984,867	\$(443,128)	\$1,472,205	\$475,447	\$546,965	\$208,866 ⁶⁵	“Financial Statements of Haudenosaunee Development Institute Year ended March 31, 2019”, SNGR Brief, Tab I-12, p. 1478-1492 [CL A3401-A3415].
2020	\$4,842,331	\$3,737,799	\$905,303	\$1,607,314	\$320,662	\$88,068	\$208,866 ⁶⁶	“Financial Statements of Haudenosaunee Development Institute Year ended March 31, 2020”, SNGR Brief, Tab I-13, p. 1493-1507 [CL A3416-A3430].
2021	\$7,353,993	\$4,682,183	\$1,493,939	\$1,449,565	\$412,815	\$319,194	\$130,000 ⁶⁷	“Financial Statements of Haudenosaunee Development Institute Year ended March 31, 2021” SNGR Brief, Tab I-14, p. 1508-1521 [CL A3431-A3444].
2022	\$7,779,113	\$3,799,637	\$811,392	\$2,330,653	\$564,279	\$1,288,879	\$130,000 ⁶⁸	“Financial Statements of Haudenosaunee Development Institute Year ended March 31, 2022” SNGR Brief, Tab I-15, p. 1522-1535 [CL A3445-A3458].

⁶⁵ Notes to 2019 Financial Statements, Note 4, SNGR Brief. p. 1490.

⁶⁶ Notes to 2020 Financial Statements, Note 4, SNGR Brief. p. 1505.

⁶⁷ Notes to 2021 Financial Statements, Note 4, SNGR Brief. p. 1519.

⁶⁸ Notes to 2022 Financial Statements, Note 4, SNGR Brief. p. 1534.

2438543 Ontario Inc.

Fiscal Year	Total Assets	Cash	Professional fees	Management Fees	Legal Fees	Success Fees Paid	Motion Record Reference
2017	\$4,478,824	\$135,548	\$2,185	Not indicated	Not indicated	\$117,384 ⁶⁹	“Financial Statements of 2438543 Ontario Inc. Year ended March 31, 2017” SNGR Brief, Tab I-16, p. 1536-1549 [CL A3459-A3471].
2018	\$4,989,527	\$918,256	\$10,050	\$33,287	\$116,238 ⁷⁰	\$366,378	“Financial Statements of 2438543 Ontario Inc. Year ended March 31, 2018” SNGR Brief, Tab I-17, p. 1549-1561 [CL A3472-A3484].
2019	\$4,643,719	\$142,947	\$27,637	\$61,884	\$72,200	Nil	“Financial Statements of 2438543 Ontario Inc. Year ended March 31, 2019” SNGR Brief, Tab I-18, p. 1562-1575 [CL A3485-A3498].
2020	\$5,763,594	\$2,229,905	\$45,590	\$45,299	\$112,200	Not indicated	“Financial Statements of 2438543 Ontario Inc. Year ended March 31, 2020” SNGR Brief, Tab I-19, p. 1576-1588 [CL A3499-A3511].
2021	\$8,644,113	\$1,143,827	\$43,795	\$45,492	\$134,955	Not indicated	“Financial Statements of 2438543 Ontario Inc. Year ended March 31, 2021” SNGR Brief, Tab I-20, p. 1589-1601 [CL A3512-A3524].
2022	\$12,077,619	\$137,253	\$63,981	\$45,281	\$75,183	Not indicated	“Financial Statements of 2438543 Ontario Inc. Year ended March 31, 2022” SNGR Brief, Tab I-21, p. 1602-1614 [CL A3525-A3537].

⁶⁹ Note 4 states that this was due to “a director of HDI”. Notes to 2017 2438543 Ontario Inc. Financial Statements, SNGR Brief. p. 1545.

⁷⁰ Note 4 to the 2018 financial statements states that accrued liabilities include \$40,000 “due to a director of HDI for legal fees”. Notes to 2018 2438543 Ontario Inc. Financial Statements, SNGR Brief, p. 1558. In Note 4 of the Notes to 2019 2438543 Ontario Inc. Financial Statements, this \$40,000 is characterized as “success fees”: Notes to 2019 2438543 Ontario Inc. Financial Statements, SNGR Brief, p. 1572.

SIX NATIONS OF THE
GRAND RIVER BAND OF
INDIANS

Plaintiff

-and- THE ATTORNEY
GENERAL OF CANADA
et al.

Defendants

-and- THE MEN'S FIRE OF THE Court File No. CV-18-594281-0000
SIX NATIONS GRAND
RIVER TERRITORY
Moving Party

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

RESPONDING FACTUM OF THE PLAINTIFF

**MEN'S FIRE MOTION RETURNABLE MAY 8-10,
2023**

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